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COPYRIGHT CLAIMS BOARD

MARY A. OAKES Claimant, - against – ANGEL JAMESON; and HEART OF GOLD PAGEANT SYSTEMS INC Respondent.	Case No.: 22-CCB-0046 **WITNESS STATEMENT OF MARY A. OAKES**

I, Mary A. Oakes, declare as follows:

1. I am over the age of 18 years old. I have personal knowledge of all matters stated herein, and if called as a witness, I could and would competently testify thereto.

2. I am the Claimant and copyright holder in this matter.

Document #62:

3. In 2018, my daughter participated in a pageant held by Respondents Angel Jameson and Heart of Gold Pageant Systems Inc.

4. As part of my daughter's registration, I provided to a copy of the Michalea Ad Image as part of the submission process and to advertise my photography business through her participation in the program.

5. The Michalea Ad Image was created for my daughter's personal use and for my own marketing purposes.

6. The Michalea Ad Image was not created on-site at any Heart of Gold pageant but was a private photoshoot.

7. I did not authorize Respondents to use the Michalea Ad Image in any

of their general marketing materials, nor did my submission of the Michalea Ad Image include any license to Respondents for use of the Image in their marketing materials.

8. I did not sign any release as to my copyrights in the Michalea Ad Image, nor did I grant permission or a license for use of my copyrights to Respondents.

Document #63:

9. I am not familiar with the person who wrote and swore to Document #63.

Document #64:

10. Upon discovery of Respondents' use of my Images in their marketing material, I reached out to Respondents in attempts to be paid for the value of my work, but my attempts were repeatedly rebuffed.

Document #67

11. I am not familiar with the person who wrote and swore to Document #67.

Document #68

12. When my attempts to directly resolve this matter with Respondents failed, I retained the services of Higbee & Associates to assist in enforcing my copyrights in the Images.

13. Higbee & Associates made several attempts to contact Respondents to resolve the issues and avoid having to file this matter with the Copyright Claims Board.

Document #70

14. Abigail Pedro was my photography client from Fall 2018 through March 2021.

15. At the time that I captured the Abby Image, Abigail Pedro and her

mother, Leslie Pedro, had signed an exclusive contract with me for my photography services ("Pedro Contract").

16. The Pedro Contract clearly laid out that I retained the copyright in all my works and that "No image can be copied, scanned, reproduced, or published in any form without the prior consent of Mary O. Photography.".

17. Attached hereto as Exhibit A is a true and correct copy of the Pedro Contract.

18. Moreover, the Pedro Contract clearly states that "The Client hereby acknowledges and agrees that the photographs created by the Photographer shall become and remain the property of the Photographer and that the Client retains no rights to said photographs unless specified particularly in this Release." *See* Exhibit A.

19. Finally, the Pedro Contract clearly states "Permission to reproduce a picture for personal use (not commercial) is granted to the Client by Mary O. Photography only when digital negatives are purchased and paid for in full by the Client." *Id.*

Document #72

20. I am not familiar with the person who wrote and signed Document #72.

Document #73

21. I am not familiar with the person who wrote and signed Document #73.

Document #75

22. Until Respondent Jameson filed this document with the Copyright Claims Board, I was unaware of its existence and was not contacted by authorities in regards to its content.

Document #76

23. On September 4, 2020, I had discovered that Respondents were using some of my artwork to advertise and market their business and services so I

reached out to Respondents via Instagram Messenger in order to negotiate payment for use of my work.

24. In the document provided by Respondents, I am clearly attempting to negotiate for use of my work and even indicate that Respondents would need to sign a contract if they wanted to use my work and/or use my services for future promotional ads.

25. I did not enter into any contract with Respondents, no terms were agreed to, and no contract was signed.

Document #78

26. In August 2020, I took several photographs of Abigail Pedro while she participated in a Heart of Gold pageant.

27. In the messages provided by Respondents in Document #78, Respondents imply that the Abby Image was included in a group of photographs of Abigail Pedro in her crown and sash that I had uploaded to my website gallery.

28. The Abby Image was not included in the uploaded photographs.

29. Notably, Respondents do not include proof of what photographs I placed in my gallery at that time.

30. The gallery that is referenced in Document #78 is available to view here: https://maryoakes1.sproutstudio.com/gallery/heart-of-gold-pageant.

31. Additionally, Respondents provide a screenshot of Abigail Pedro's sign up confirmation as proof that a license was granted for use of the Abby Image in Respondents' marketing materials but the screenshot does not actually show any license or agreement between Respondents and Abigail Pedro for use of the Abby Image in marketing materials. Moreover, the screenshot does not provide any proof that any permission was granted for use of the copyright in the Abby Image.

32. Per the previously provided Pedro Contract, any claims by Leslie Pedro that she "owned" the photographs outright for any use are patently false.

33. Per the Pedro Contract, "Permission to reproduce a picture for personal use (not commercial) is granted to the Client by Mary O. Photography only when digital negatives are purchased and paid for in full by the Client.".

34. Leslie was entitled to post the Abby Image to her social media page but was not entitled to distribute it for commercial use by Respondents.

Document #79

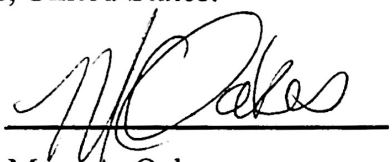
35. As previously mentioned, in August 2020 I took photographs at a Heart of Gold Pageant

36. The individual in this document appears to be referencing the work I did there as though it pertains to the copyright violation of my Michalea Ad Image and the Abby Image.

37. Neither the Michalea Ad Image nor the Abby Image were created at this pageant and therefore anything that I shot on location in August 2020 is not relevant to this matter.

I certify under penalty of perjury and under the laws of the United States that the foregoing is true and correct.

Executed on March 8, 2024 in Cibolo, Texas, United States.



Mary A. Oakes

Proof of Delivery

I hereby certify that on Friday, March 08, 2024, I provided a true and correct copy of the Witness Statement of Mary A. Oakes to the following:

Angel Jameson, represented by Angel M Jameson, served via ESERVICE at jamesonservices@gmail.com

Heart of Gold Pageant System Inc., represented by Legalcorp Solutions, LLC, served via MANUALEEMAIL

Signed: /s/ Taryn R. Murray